

## **CALL-OFF SCHEDULE: PRODUCT SPECIFIC TERMS – MANAGED LOOKER**

### **1. INTERPRETATION AND RELATIONSHIP TO CCS GENERAL TERMS**

1.1. This Schedule sets out the Product Specific Terms for the provision of Managed Looker. It is incorporated into the Call-Off Contract formed between the Buyer and the Supplier.

1.2. In this Schedule, the following terms shall be interpreted as follows to align with the **CCS General Terms**:

- **"Buyer"** replaces "Customer".
- **"Order Form"** replaces "Ordering Document".
- **"Start Date"** replaces "Services Start Date".

1.3. Unless defined in this Schedule, capitalised terms have the meaning given in the CCS General Terms or Joint Schedule 1 (Definitions). In the event of a conflict between this Schedule and the CCS General Terms, the CCS General Terms shall prevail unless Special Terms in the Order Form state otherwise.

### **2. ONBOARDING**

2.1. The Onboarding Period begins on the Start Date and lasts for four weeks or until the Onboarding Activities are complete, whichever is later.

2.2. During the Onboarding Period, the Supplier and the Buyer will work together on the following (collectively the "Onboarding Activities"): 2.2.1. Setting up the Zendesk account and creating Buyer users; 2.2.2. Configuring access for both the Supplier's and Buyer's teams; and 2.2.3. Establishing a monthly schedule for Service Reviews.

2.3. Once these Onboarding Activities are complete, the Supplier will begin fulfilling the Supplier Obligations outlined in Paragraph 3. If the Buyer does not participate in completing the Onboarding Activities, it will extend the Onboarding Period and delay the start of the Supplier's obligations.

### **3. SUPPLIER OBLIGATIONS (REACTIVE SUPPORT)**

The Supplier shall:

3.1. Respond to Looker Tickets raised by a Buyer Named Contact in accordance with the Service Level Agreement provided that such issues arise directly from the Buyer's use of the Looker Services.

3.2. Diagnose and guide the Buyer through the Looker Ticket. The Supplier will not resolve the Looker Ticket for the Buyer as part of this service. This service is limited to diagnosis and guidance to enable the Buyer to resolve the issue.

3.3. If the Buyer purchases additional Managed Services from the Supplier that encompass resolution, and the issue falls within the scope of that Managed Service, the Supplier may resolve it in accordance with the terms of that specific Managed Service.

3.4. Reserve the right to reject a Looker Ticket or levy additional Charges where any of the following apply: 3.4.1. Additional expertise beyond the scope of Managed Looker is required; 3.4.2. Undue risk would be caused to the Buyer's system; 3.4.3. The issue arises from the integration of any third-party products or services or actions of the Buyer's own end-users; and/or 3.4.4. 3 Working Days or more effort or resources from the Supplier is required, in which case the Supplier will initiate the Looker Ticket be managed under a separate Professional Services contract.

#### **4. BUYER OBLIGATIONS**

The Buyer shall:

- 4.1. Cooperate with the Supplier as required to complete the Onboarding Activities.
- 4.2. Report all Infrastructure Tickets via the Available Support Channels set out in the SLA.
- 4.3. Cooperate with the Supplier as required to enable the Supplier to perform its obligations.

#### **5. DEFINITIONS (SPECIFIC TO MANAGED LOOKER)**

The following definitions apply in this Schedule:

**Buyer Named Contact:** means a Buyer appointed individual authorised to raise Looker Tickets in line with the SLA.

**Looker:** means Looker (Looker-hosted) as described here: <https://cloud.google.com/looker/docs/glossary#looker-hosted> or Looker (Google Cloud core) as defined here: <https://cloud.google.com/looker/docs/looker-core-overview>.

**Looker Change Request:** means a request for consultancy, or to make an impactful change to the Buyer's Looker Services, that requires risk analysis, planned outage, further approval and or planning / coordination between the Buyer and the Supplier.

**Looker Incident:** means an unplanned interruption to the Buyer's Looker Services.

**Looker Services:** means the integrated business intelligence and embedded analytics platform (including the software components that connect to APIs) provided as either a Looker hosted deployment or a Buyer hosted deployment.

**Looker Ticket:** means a Looker Incident and / or Looker Service Request and / or Looker Change Request.

**Looker Service Request:** means a request to make a low impact change to the Buyer's Looker Services that does not require any risk analysis or further approval.

**Response Time:** means the time between the Buyer Named Contact submitting the Looker Ticket via the Available Support Channel to when the first response is sent by the relevant TMC3 personnel that has been assigned to the Looker Ticket.

**Service Level Agreement (SLA):** means as set out in Paragraph 6 below.

## 6. SERVICE LEVEL AGREEMENT (SLA)

6.1. The Supplier shall provide support in accordance with the table below:

| Priority Level | Description                                                                                                                                                                    | Response Time   | Availability   | Available Support Channels                                                      |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|---------------------------------------------------------------------------------|
| P1             | Complete unavailability of Looker, preventing all user access, or major data corruption affecting the majority of users.                                                       | 30 minutes      | 24/7           | Phone outside of Business Hours. Support Portal or Email during Business Hours. |
| P2             | Significant delays or errors in Looker performance, impacting key dashboards, reports, or critical business processes for a large number of users.                             | 2 Hours         | Business Hours | Support Portal, Email or Phone during Business Hours                            |
| P3             | Minor performance issues, non-critical errors, or functionality problems in Looker affecting a limited number of users, or issues in non-production Looker environments.       | 1 Business Days | Business Hours | Support Portal, Email or Phone during Business Hours                            |
| P4             | General inquiries, assistance with Looker configuration and setup, troubleshooting of Looker-specific issues, and guidance on best practices for Looker development and usage. | 2 Business Days | Business Hours | Support Portal, Email or Phone during Business Hours.                           |

## 6.2. Available Support Channels:

- **Support Portal:** <https://msp.qodea.com/>
- **Email:** [support@qodea.com](mailto:support@qodea.com)
- **Phone:** +44 1793 391 445